

\$11.00 - PRL:bwm

SPECIAL WARRANTY DEED

DEED 11.00
TOTL 11.00
8:39AM 3/29/95

DATE: March 15, 1995

0001 8942 000000 8121

GRANTOR: LARRY M. WALTHER and GEORGE WILSON FARIS III, being one and the same person also known as GEORGE W. FARIS III, the hereinafter conveyed property constituting no part of their respective homesteads

GRANTOR'S MAILING ADDRESS: Post Office Box 330326, Fort Worth, Tarrant County, Texas 76163-0326

GRANTEE: JOHN LEFEVERS

GRANTEE'S MAILING ADDRESS: 800 Via Altos, Mesquite, Dallas County, Texas 75149

CONSIDERATION:

The sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid by the Grantees herein to the Grantor herein in cash, the receipt of which is hereby acknowledged and confessed;

PROPERTY:

All of our right, title, and interest in and to that certain tract of land lying and being situated in the M. L. SWING SURVEY, Abstract No. 1443, in Dallas County, Texas, and being a part of that land conveyed to Centennial Homes, Inc., by Deed dated June 22, 1971, and recorded in Volume 71124, page 2254, of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the South line of Quail Drive (40-foot right of way) and the East line of Glenshire Drive (50-foot right of way), an iron pin set for corner;

THENCE South 89 deg. 56 min. 45 sec. East, 10.00 feet along the South line of Quail Drive to an iron pin set for corner;

THENCE South 0 deg. 03 min. 15 sec. West, 20.00 feet to an iron pin found for corner;

THENCE South 89 deg. 56 min. 45 sec. East, 74.90 feet to an iron pin found in the West line of LBJ Freeway for corner;

THENCE South 17 deg. 17 min. West, 342.70 feet along the West line of LBJ Freeway to an iron pin found in the East line of Glenshire Drive for corner;

THENCE Northerly along the East line of Glenshire Drive and along a curve to the left; said curve having a tangent which bears North 17 deg. 17 min. East, a central angle of 17 deg. 17 min. and a radius of 375.00 feet for an arc distance of 113.12 feet to the point of tangency of said curve, an iron pin set for corner;

THENCE North 235.90 feet along the East line of Glenshire Drive to the POINT OF BEGINNING;

SAVE AND EXCEPT all right, title, and interest in and to the outdoor advertising sign which is currently situated upon the property near the Northwest corner of the building which is currently situated upon the property.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Any and all restrictions, covenants, conditions, easements, zoning laws, regulations, ordinances of municipal and other governmental authorities, and reservations, including, but not limited to, minerals previously reserved or conveyed, if any, relating to the property conveyed, but only to the extent that they are still in effect and shown of record in Dallas County, Texas.

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Grantor reserves for Grantor and Grantor's heirs, legal representatives, successors and assigns a perpetual and exclusive easement over and across the property for the purpose of ingress and egress to the outdoor advertising sign situated upon the property and for the further purpose of operating, maintaining, repairing and replacing the outdoor advertising sign situated upon the property, and the right to maintain such sign with an unobstructed view of the sign from the surrounding area consistent with the view of said sign as of the date of this deed. Anything herein to the contrary notwithstanding, this easement shall terminate on the last day of the twenty-first year after the death of the last person who was alive at the time of creation of this easement.

Grantor further agrees to indemnify and hold harmless Grantee for any and all claims, demands, suits, or judgments for any and all personal injuries, property damage, taxes for 1995 and subsequent years, or other claims arising out of the use, lease, repair, maintenance, or ownership of the said outdoor advertising sign.

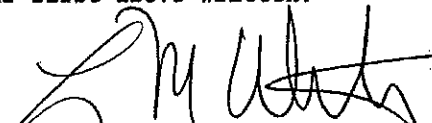
Grantor further grants to Grantee a right of first refusal to purchase Grantor's interest in the outdoor advertising sign situated upon the property. Prior to selling such interest to an unrelated third party purchaser, Grantor shall provide Grantee with a copy of the Contract for the proposed sale containing the terms and conditions of such proposed sale; and, thereafter, Grantee shall have fifteen days to complete the purchase of the outdoor advertising sign upon such terms and conditions, but if Grantee fails to do so, then Grantor shall be free to complete the sale to such third party purchaser upon such terms and conditions.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, and under me, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

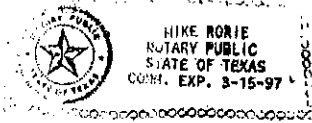
EXECUTED this the day and year first above written.


GEORGE WILSON PARIS III


LARRY M. WALTHER

THE STATE OF TEXAS §
COUNTY OF DALLAS §

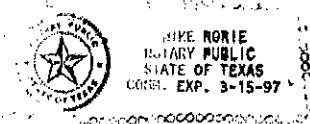
This instrument was acknowledged before me on the 24 day
of MARCH, 1995, by GEORGE WILSON FARIS III.



Mike Rorie
NOTARY PUBLIC - STATE OF TEXAS

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24 day
of MARCH, 1995, by LARRY M. WALTHER.



Mike Rorie
NOTARY PUBLIC - STATE OF TEXAS

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FILED

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EARL BULLOCK
COUNTY CLERK
DALLAS COUNTY

Any person who records this instrument, or any part thereof, on real property located in this county, or any part thereof, and who is not a resident of this county, shall be liable to the State of Texas for the recording fee. This instrument is filed in the public records of Dallas County, Texas as required by law.

COUNTY OF DALLAS

STATE OF TEXAS

MAR 29 1995



Earl Bullock
COUNTY CLERK, Dallas County, Texas

AFTER RECORDING, RETURN TO:

John LeFevers
800 Via Altos
Mesquite, Texas 75149

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MAR 29 1995

FILED